

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

FORUM FINANCIAL SERVICES, INC.,	§	
Plaintiff,	§	
	§	
V.	§	
	§	
SELECT ONION, LLC,	§	CIVIL ACTION NO. _____
LARSON LAND COMPANY, LLC,	§	
LARSON SKYLINE FARMS,	§	
FARRELL LARSON,	§	
OLIVER LARSON, and	§	
LONEY LARSON,	§	
Defendants.	§	

**COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

Forum Financial Services, Inc. (“Forum”), plaintiff, respectfully submits this Complaint against defendants Select Onion, LLC, Larson Land Company, LLC, Larson Skyline Farms, Farrell Larson, Oliver Larson, and Loney Larson (collectively, the “Defendants”) and for causes of action would show the following:

**PARTIES**

1. Forum Financial Services, Inc. is a Texas corporation with its principal place of business in Richardson, Texas.

2. Select Onion, LLC is an Oregon limited liability company, which can be served with process through its registered agent, Farrell Larson, at its registered office, 4395 Heinz Blvd., Ontario, OR 97914.

3. Larson Land Company, LLC is an Oregon limited liability company, which can be served with process through its registered agent, Farrell Larson, at its registered office, 4395 Heinz Blvd., Ontario, OR 97914.

4. Larson Skyline Farms is an Oregon corporation, which can be served with process through its registered agent, Farrell Larson, at its registered office, 4391 Heinz Blvd., Ontario, OR 97914.

5. Farrell Larson is an individual resident of Oregon who can be served with process at 4391 Heinz Blvd., Ontario, OR 97914.

6. Oliver Larson is an individual resident of Oregon who can be served with process at 4579 Plum Lane, Ontario, OR 97914.

7. Loney Larson is an individual resident of Oregon who can be served with process at 4395 Heinz Blvd., Ontario, OR 97914.

#### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this matter pursuant to the provisions of 28 U.S.C. § 1332. This suit involves a controversy between parties of diverse citizenship and the amount in controversy exceeds \$75,000.00.

9. Venue is appropriate in this district pursuant to the provisions of 28 U.S.C. § 1391(a)(2), because a substantial part of the events or omissions giving rise to Forum's claims occurred in the Northern District of Texas.

#### **BACKGROUND AND CAUSE OF ACTION**

10. Forum, as lessor, and Select Onion, LLC, Larson Land Company, LLC, Larson Skyline Farms (collectively, the "Lessees"), as co-lessees, entered into a Master Lease Agreement dated as of May 25, 2011 (the "Lease"). Pursuant to the Lease, the Lessees leased, from Forum, equipment which is more specifically described in Equipment Schedule No. 8246-01 ("Schedule 1"), Equipment Schedule No. 8246-02 ("Schedule 2"), and Equipment Schedule 8246-03 ("Schedule 3") (collectively hereinafter referred to as the "Equipment"). For ease of

reference Schedule 1, Schedule 2, and Schedule 3 will be referred to collectively herein as the “Schedules.”

11. Schedule 1 requires the Lessees to make monthly rent payments in the amount of \$9,703.00 to Forum for the equipment described in Schedule 1. Schedule 2 requires the Lessees to make monthly rent payments in the amount of \$4,196.00 to Forum for the equipment described in Schedule 2. Schedule 3 requires the Lessees to make monthly rent payments of \$906.00 to Forum for the equipment described in Schedule 3.

12. Farrell Larson, Oliver Larson, and Loney Larson each personally guaranteed the Lessees’ obligations to Forum under the Lease and Schedules pursuant to the Guaranties of Lease each of them executed and delivered to Forum (collectively, the “Guaranties”).

13. Defendants have failed to make the scheduled payments due under the Lease, Schedules, and Guaranties and have defaulted thereunder. In accordance with the terms of the Lease, Schedules, and Guaranties, Forum has declared Defendants to be in default under the Lease, Schedules, and Guaranties by written notices to Defendants on February 23, 2012.

14. All conditions precedent to Forum’s right to recover under the Lease, Schedules, and Guaranties have been performed or have occurred.

#### **COUNT I – BREACH OF CONTRACT**

15. Forum hereby incorporates all of the foregoing and ensuing allegations as if fully set forth hereat.

16. Pursuant to the terms of the Lease, Schedules, and Guaranties, and as a result of Defendants’ material breach and default thereunder, Forum is entitled to recover from Defendants, jointly and severally, all unpaid amounts due under the Lease, Schedules, and

Guaranties on the date Forum declared the Lease and Schedules to be in default, plus damages calculated pursuant to section 14 of the Lease.

17. As of February 23, 2012, the total amount due and owing under the Lease, Schedules, and Guaranties was \$572,579.11 (plus Forum's attorneys' fees and expenses and costs of court). Interest will accrue on that amount after that date at the rate of \$8,588.69 per month.

**COUNT II – ATTORNEYS' FEES, EXPENSES, AND COSTS OF COURT**

18. Forum incorporates all of the foregoing and ensuing allegations as if fully set forth hereat.

19. Pursuant to the terms of the Lease, Schedules, and Guaranties and Tex. Civ. Prac. & Rem. Code § 38.001 *et seq.*, Forum is entitled to recover from Defendants, jointly and severally, all of Forum's reasonable attorneys' fees and expenses and costs of court incurred in this action.

**CONCLUSION**

WHEREFORE, PREMISES CONSIDERED, Forum prays that it have and recover judgment against Defendants, jointly and severally, as follows:

- (a) awarding actual damages of \$572,579.11, plus interest at the rate of \$8,588.69 per month after February 23, 2012 until the date of judgment, all due under the Lease, Schedules, and Guaranties;
- (b) alternatively, awarding actual damages for anticipatory breach of the Lease, Schedules, and Guaranties;
- (c) awarding Forum's attorneys' fees and expenses and costs of court;

(d) awarding post-judgment interest at the rate of 1.5% per month on all amounts awarded; and

(e) awarding such other and further relief to which Forum may be justly entitled.

Respectfully submitted,

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By: /s/ *Kenneth A. Hill*  
Kenneth A. Hill  
State Bar No. 09646950

ATTORNEYS FOR FORUM FINANCIAL  
SERVICES, INC.